

Vacation Rental Agreement

Nacho Casa

This Vacation Rental Agreement is being entered into by _____ who resides at _____ (“Renter”) and Daybreak in Guiones SRL (“Homeowner”) this Friday December ___, 20___. Luis Pardo acts as “Property Manager”. The signed rental agreement and deposit must be received within 7 days of this contract. If both are not received within this time frame, the reservation will be released.

1. **Property.** The property is known as Nacho Casa as is located in Playa Guiones, next to Olas Verdes Hotel (North Side). The house is furnished, and includes all amenities listed herein. An Inventory List is provided to the RENTER for his/her review upon arrival; and will be checked by the Property Manager upon departure of Renter.

2. **Term of Lease.** This lease begins on _____, (“Check-in Date” or “Check-in”) and ends on _____, (“Check-out Date” or “Check-out”) as further detailed below. Check-in time is between 3:00pm and 9:00pm. Check-Out time is no later than 9:00am. If arrival is after 9:00pm, you will need to look for the security guard at Olas Verdes Hotel. Upon arrival, the guard will give you the keys to let yourself in. Houses are checked the day of arrival by our staff to ensure all is in working order. If you arrive after 9:00pm, one of our staff will meet with you the following morning for a personal introduction to the house. We are more than happy to help with any house issues the following morning. We will also address any inconsistency noted with the Inventory List. Our goal is that your stay with us is enjoyable and worry free.

3. **Guests.** The Number of guests in Renter’s party that will be staying at the property, Nacho Casa, is as follows: ___ adults, ___ children. Names and ages: _____

4. **Payment and Deposit.** The total rental fee for the above period is \$_____. Guest shall pay to Property Manager a deposit of 50% of the rent (\$_____) plus a refundable Security Deposit in the amount of \$500.00; the \$_____ balance is due 30 days prior to check-in unless otherwise agreed in writing with the Property Manager. Payment shall be due by wire transfer or PayPal, as per the instructions further detailed in the attached exhibit A. Renter shall be responsible for all bank wire fees or PayPal commissions. Personal checks or traveler’s checks are not accepted. If preferred, you may pay in full to avoid a second bank wire fee. There’s no refunds for unused facilities, nights, or early departure.

5. **Property Manager’s Duties** a) Property Manager shall provide fresh linens and bath towels every seven days during the rental period. Additional maid service is available at \$10 per hour. b) The house shall be equipped with two rolls of toilet paper per bathroom, one roll of paper towels, dish soap, sponge and garbage bags.

6. **Renter’s Duties and Responsibility.** a) This is a NON-SMOKING property. Smoking inside the house is strictly forbidden. b) Towels or linens shall not be taken from the house for any reason. Pool towels are

provided. c) House supplies beyond what is provided shall be replenished by Renter as necessary. d) Unless otherwise approved by the Property Manager, animals of any kind (pets or wild) are not permitted under any conditions. e) Property Manager will not rent to Renters under 25 years of age unless accompanied by an adult. Good neighbor behavior should be followed and not loud sounds permitted after 9:00pm. f) Premises shall be maintained in a clean and responsible condition including the outside grounds. g) Articles including but not limited to linens, towels, rugs, chairs, pillows and household items, which may be destroyed, lost or otherwise damaged shall either be paid for, or replaced with articles of the same or greater value. h) At Check-out, all debris, rubbish and discards shall be placed in the trash, dishes shall be washed and the refrigerator shall be emptied and cleaned. i) All keys and remote controls shall be returned and safes left open (a charge of \$25 per lost key and \$125 per lost remote control apply). j) All charges accrued during the stay shall be paid prior to departure. k) Renter shall not sublease under any circumstances, neither exceed the agree capacity. l) Renter shall be responsible for securing their valuables left in and around the property and protecting the goods and persons.

7. Security Deposit. The \$500 security deposit mentioned in Section 4 is fully refundable after the Check-out Date provided that the Rental Terms and Conditions listed above have been met.

8. Cancellations. In the event of a cancellation, renter shall provide the Property Manager a written notice of said cancellation. If the cancellation is received at least 60 days prior to the Check-in Date, a 50% refund of the deposited amount will be issued. There's no refunds for cancellations made less than 60 days from the Check-in Date.

9. Falsified Reservations. Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to Check-in.

10. Parking. Parking inside and outside of the property is at the Renter's risk. The Renter is advised not to leave valuables in the car at any time.

11. Security. It is the Renter's responsibility to ensure that all security measures are taken every time Renter and other guests leave the house: i.e. door and windows are locked, valuables secured and out of sight, curtains/blinds closed, some outdoor lights on.

12. Limitations of Liability. Neither the Homeowner, Property Manager nor the booking agent will be held responsible for internet, water or electricity outages; or for any injury sustained, lost or stolen items belonging to the Renters, their guests or anyone in their employment while occupying the house; including leased vehicles and any other equipment leased to the Renter or their guests.

13. Fumigation. The property is periodically fumigated; however, neither the Homeowner, Property Manager nor the booking agent shall be responsible for the fumigation or removal of insects that may enter the property.

14. Swimming Pool. The swimming pool is not gated or supervised. Children need to be supervised at all times by competent adults. All guests, visitors or employees should be briefed by the Renter about the pool depths and sleeper areas. The use of the pool and its surroundings is at the Renters risk, and neither the Homeowner, Property Manager or booking agent shall be responsible for any accident or misuse of the facilities. No glass containers or products should be handle near the pool.

15. **Indemnification.** Renter agrees to indemnify and hold Homeowner harmless from any liability for personal injury or property damage sustained by Renter or parties invited by Renter onto the property that result from a breach of Renter's responsibilities contained herein this agreement.

16. **Access to the Property.** The Homeowner and Property Manager reserve the right to enter the premises at any time, without notice, in the event of an emergency or suspected emergency. The Homeowner and Property Manager reserve the right to enter the premises for maintenance purposes upon reasonable notice to Renter.

17. **Exceptions.** This Agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. Exceptions to the terms of this agreement must be approved in writing by the Property Manager or Homeowner in advance at the moment of booking.

Agreed and Accepted:

RENTER

Brad Pitt

Signature: _____

Date: _____

Phone: _____

Email: _____

PROPERTY MANAGER

Luis Pardo

Signature: _____

Date: March 4th, 2016

Phone: 011-506-2682-0608

Email: info@nosaravacationrental.com

Guest Information

Helpful information as you plan your visit:

- Bring a flashlight or headlamp for night walks as there are no streetlights.
- Bring sunscreen and insect repellent. These items are available here but are expensive.
- **IMPORTANT!** For entry into Costa Rica, you must present a valid passport that will not expire for at least six months after arrival and a round trip/outbound ticket. The airlines will not allow you to board with an invalid passport.

- U.S. dollars are accepted in Costa Rica. Make sure the bills are in good condition with no tears, missing corners, tape, or writing. It's best to bring \$10, \$20 and \$50 bills; many places will not accept \$100 bills.
- Not all businesses accept credit cards in Nosara area, but they are widely accepted in the rest of the country. Check with your card company if foreign transaction fees are charged.
- There's one ATM at walking distance (limited to \$100 withdraw twice a day) and one a couple of miles away. Banking: A) Banco Popular (near Café de Paris). 9am-4pm, Monday thru Friday. B) Banco de Costa Rica (next door to gas station). 9am-4pm, Monday thru Friday.
- Visitors are permitted and encouraged to carry photocopies of the data page and entry stamp from the passport, leaving the passport in a safe or other secure place.

PLEASE TAKE NOTE OF THE FOLLOWING:

- It is advised not to bring electronic devices (computers, iPhones, iPods, cameras, tablets, Kindles) due to petty theft. If you do bring these items, consider purchasing travel insurance in case of loss or theft, and keep them under your supervision. Back up your files before leaving home.
- There is no guarantee there will not be construction nearby. Nosara is a growing community and construction may begin anywhere and at any time.
- The utility infrastructure in Nosara is problematic. There may be power, phone, and internet outages and interruptions. You may experience low water pressure, temporary or scheduled water outages during the dry season, December through April. The Property Manager has no control over these situations.
- Costa Rica internet is unpredictable, unreliable, weak signal and slow connection. No guarantee internet/wifi will always work. If applicable, Property Manager will report issue to the government run phone company. If house internet/wifi is out, there may be a restaurant or café nearby with service.
- Welcome to the jungle! Nosara is a slice of paradise carved into the jungle. Expect to see ants, beetles, spiders and other assorted insects, year-round. Bugs are especially active during the rainy season, May thru November. Every effort is made to present a clean and bug free home at check-in. Nature may move in at any time.
- For emergencies, please call 2682-0608 from 6:00am to 9:00pm.